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4 BILL NO. S-74-12-15

5 SPECIAL ORDINANCE NO. S-04-75

6 AN ORDINANCE approving a contract with GT&E DATA
7 SERVICES CORPORATION for fire protection for the
8 year 1975

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT

10 WAYNE, INDIANA:

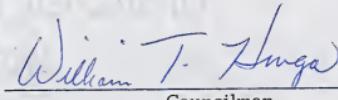
11 SECTION 1. The contract between the City of Fort Wayne, by and
12 through its Mayor and the Board of Commissioners, Department of Public Safety
13 and GT&E DATA SERVICES CORPORATION, for fire protection for the year 1975
14 by the City on the following described premises :

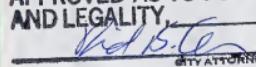
15 Lots number 1 and 2 in Oakbrook Office Park, a tract of real
16 estate located in the northeast quarter of the southeast quarter
17 of Section 14, Township 31 North, Range 12, Allen County, In-
18 diana, at the southwest corner of U. S. Highway 27 and Ludwig
19 Road, near but outside the corporate limits of CITY

20 The said building and improvements, which are collectively
21 referred to as "the premises" hereafter in said contract, are
22 reflected for tax purposes upon the assessed value of \$299,080.00
23 issued by the Washington Township Assessor's Office

24 for the sum of \$3,143.33, all as more particularly set forth in said contract
25 which is on file in the Board of Public Safety, is by reference incorporated
herein, made a part hereof and is hereby in all things ratified, confirmed and
approved.

26 SECTION 2. This Ordinance shall be in full force and effect from
27 and after its passage and approval by the Mayor.

28
29 
30 Councilman

31
32 APPROVED AS TO FORM
33 AND LEGALITY,
34 
35 CITY ATTORNEY

Read the first time in full and on motion by Huya, seconded by

V. Schmidt and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 12-17-74.

Charles W. Blitman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Gillico, and duly adopted, placed on its passage.

Passed (~~POST~~) by the following vote:

AYES 9, NAYS 0, ABSTAINED _____, ABSENT _____ to-wit:

BURNS X

HINGA X

KRAUS X

MOSES X

HUCKOLS X

SCHMIDT, D. X

SCHMIDT, V. X

STIER X

TALARICO X

DATE: 1-14-75

Charles W. Blitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-04-75 on the 14th day of January, 1975

ATTEST: (SEAL)

Charles W. Blitman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 16th day of January, 1975, at the hour of 11:00 o'clock A.M., E.S.T.

Approved and signed by me this 16th day of January, 1975, at the hour of 4:00 o'clock A.M., E.S.T.

Charles W. Blitman
CITY CLERK

Julia Frazee
MAYOR

Bill No. S-74-12-15

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with GT&E DATA SERVICES CORPORATION for fire
protection for the year 1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

Vivian G. Schmidt

William T. Hinga

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

CONCURRED IN

DATE 1-14-75 CHARLES W. WESTERMAN, CITY CLERK

FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this
_____ day of January, 1975, between the CITY OF
FORT WAYNE, Indiana, acting by and through its Mayor
and Board of Commissioners, Department of Public
Safety, ("CITY") and GT&E DATA SERVICES CORPORATION,
a Delaware corporation having its principal place of
business in Tampa, Florida ("GTEDS").

WHEREAS, GTEDS is the owner of certain improvements,
upon real estate near but outside the corporate limits
of CITY, described as follows:

Lots number 1 and 2 in Oakbrook Office Park, a
tract of real estate located in the northeast
quarter of the southeast quarter of Section 14,
Township 31 North, Range 12, Allen County, Indiana,
at the southwest corner of U.S. Highway 27
and Ludwig Road, near but outside the corporate
limits of CITY.

The said buildings and improvements, which are
collectively referred to as "the premises" here-
after in this contract, are reflected for tax
purposes upon the assessed value of \$299,080.00
issued by the Washington Township Assessor's Of-
fice.

and, WHEREAS, GTEDS desires to be assured that fire
protection by CITY is available at the premises above-
described;

NOW, THEREFORE, the parties agree as follows:

1. From January 1, 1975, until December 31, 1975,
upon receipt by CITY's Fire Department of a notifi-
cation or signal that there is a fire on the premises
above-described, CITY shall cause the proper fire fight-
ing station or stations to send such fire fighting
equipment, materials, and personnel to the premises as
it reasonably sends to other similar locations within
the corporate limits of CITY.

2. For fire fighting services provided for herein,

GTEDS shall pay to CITY the sum of One and Fifty-one Thousandths Dollars (\$1.0510) per One Hundred Dollars (\$100.00) of assessed valuation for tax purposes on the improvements hereinabove identified as the premises. The improvement hereinabove identified having an assessed valuation of \$299,080.00, the sum owing under this contract is \$3,143.33. Said sum shall be payable upon execution of this contract.

3. GTEDS shall install in its premises and connect with CITY's fire signal equipment such fire signal facilities and equipment as GTEDS and CITY's Fire Department agree are advisable to enable GTEDS to directly signal said Fire Department of a fire on GTEDS premises.

4. CITY shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect GTEDS buildings, equipment and facilities periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and GTED operations on the premises, so as to (1) determine the types of fire which may reasonably be anticipated on the premises; (2) be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention.

5. So long as GTEDS supplies its own water on its premises, it shall furnish such water and hydrants as are reasonably necessary to meet expected fire fighting needs.

6. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been signed by the Mayor and Clerk of CITY, and members of the Board of Commissioner, Department of Public Safety of CITY, and ratified and approved by the Common Council of CITY.

IN WITNESS WHEREOF, this agreement has been duly authorized and executed as of the date first above written by the duly authorized officers and representatives of the parties.

GT&E DATA SERVICES CORPORATION

By _____

ATTEST:

CITY OF FORT WAYNE, INDIANA

By _____
Ivan A. Lebamoff, its Mayor

ATTEST:

Charles W. Westerman, Clerk

BOARD OF COMMISSIONERS,
DEPARTMENT OF PUBLIC SAFETY

By _____
Thomas J. Casaburo, Chairman

By _____
Corrinne M. Brooks, Member

By _____
Lloyd R. Wire, Member

ATTEST:

DIGEST SHEET

TITLE OF ORDINANCE Fire Contract

DEPARTMENT REQUESTING ORDINANCE **Public Safety**

SYNOPSIS OF ORDINANCE Request approval of Fire Contract with GT&E

Data Systems Services Corporation covering the period 1 January 1975

to 31 December 1975. All other parties have approved contract.

EFFECT OF PASSAGE Establish equitable contract for fire protection

EFFECT OF NON-PASSAGE no fire contract

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

\$3143.33 income for City.

ASSIGNED TO COMMITTEE (L.N.)